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August 12, 2005

VIA COURIER

Nazifa Sawez
Federal Communications Commission
Room 2-A726
445 12th Street, SW
Washington, DC 20554

Re: WPXD-DT (Ann Arbor, Michigan)
Facility ID No. 5800
FCC File No. CDBS-20050812ABI
Form 383 First Round Channel Election Conflict Decision

Dear Ms. Sawez:

Paxson Communications License Company, LLC ("Paxson"), licensee of television station WPXD(TV) (Ann Arbor, Michigan) (the "Station"), by its attorneys, hereby provides the attached Interference Acceptance Agreement entered into between Paxson and Barrington Broadcasting Flint Corporation ("Barrington") and listed in Schedule A of the FCC Form 383 Digital Channel Election First Round Conflict Decision filed today by the Station.

Paxson is the licensee of television broadcast station WPXD(TV), Channel 31, Ann Arbor, Michigan. On February 9, 2005, Paxson made a first-round channel election filing with the Federal Communications Commission ("FCC") pursuant to which Paxson elected Channel 31 for the Station's operations after the close of the digital television ("DTV") transition. Barrington, licensee of television broadcast station WEYI(TV), made a first-round channel election filing with the FCC pursuant to which Barrington elected its DTV Channel 30 for WEYI's operations after the close of the DTV transition. On June 15, 2005, the FCC provided WEYI a tentative DTV channel designation on Channel 30 for such operation.

The Commission has determined that a "conflict" exists between the channel elections of WPXD and WEYI. According to the Commission, WPXD is predicted to cause interference to 0.5% of WEYI's service area population. Consistent with the FCC's Second Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television, *Report and Order*, MB Docket No. 03-15 (rel. Sept. 7, 2004), and for the purpose of facilitating grant of WPXD(TV)'s channel election, Paxson and Barrington entered into the attached Interference Acceptance Agreement.

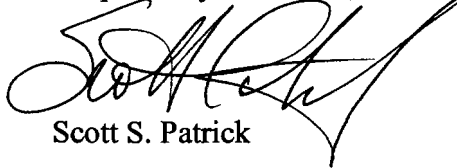
Ms. Nazifa Sawez
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According to informal guidance from the Commission's staff, because this predicted amount of interference is less than *de minimis* for DTV stations (*i.e.*, less than 2.0%), Paxson is not obliged to provide formal responses to the six enumerated items set forth in the Commission's *Public Notice* (DA 05-2233, Aug. 2, 2005). Nonetheless, Paxson hereby generally responds:

Paxson believes that approval of its election of Channel 31 for post-transition operation is in the public interest. Paxson has determined that although the Station's allotted DTV Channel 33 is available for post-transition operation, Channel 33 presents an inferior opportunity for maximization and effectively would prevent WPXD from continuing to serve existing viewers because of the need to accommodate Canadian allotments. Paxson further understands that the area of predicted interference to WEYI is entirely outside of WEYI's DMA. At least 11 DTV stations would continue to serve the loss area. Additionally, WEYI is an NBC Network affiliate, and at least 2 other NBC DTV services would remain available to the areas of predicted interference. For these reasons, and in light of Paxson and Barrington's negotiated Interference Acceptance Agreement, Paxson urges the Commission to approve the Station's election.

Please contact the undersigned if you have any questions regarding this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott S. Patrick", written over a horizontal line.

Scott S. Patrick

cc: form383@fcc.gov
William H. Fitz, Esq. (*counsel for WEYI(TV)*)

INTERFERENCE ACCEPTANCE AGREEMENT

THIS INTERFERENCE ACCEPTANCE AGREEMENT is made as of August 12, 2005 between Paxson Communications License Company, LLC ("Paxson") and Barrington Broadcasting Flint Corporation ("Barrington").

Paxson is the licensee of analog television broadcast station WPXD(TV), Channel 31, Ann Arbor, Michigan. On February 9, 2005, Paxson made a first-round channelection filing with the Federal Communications Commission ("FCC") pursuant to which Paxson elected Channel 31 for WPXD's operations after the conclusion of the digital television ("DTV") transition. Paxson has determined that post-transition operation on WPXD's paired Channel 33 effectively would prevent the station from continuing to serve existing viewers because of the need to accommodate Canadian allotments.

Barrington is the licensee of television broadcast station WEYI(TV), Channel 25 and WEYI-DT, Channel 30, Saginaw, Michigan ("WEYI"). On January 21, 2005, Barrington made a first-round channel election filing with the FCC pursuant to which Barrington elected its DTV Channel 30 for WEYI's operations after the close of the DTV transition. On June 15, 2005, the FCC provided WEYI a tentative DTV channel designation on Channel 30 for such operation.

On June 7, 2005, the FCC sent a letter to Paxson stating that WPXD's proposed post-DTV transition operation on Channel 31 would create 0.5 percent impermissible interference to the baseline service population of WEYI's "elected DTV [channel] 30." The letter further stated that Paxson may resolve the conflict by, among other options, "negotiating a conflict resolution agreement with the station(s) with which [WPXD is] in conflict."

In the post-transition environment, Barrington may wish to make certain changes to WEYI's operating parameters that could result in new interference by WEYI to 0.5 percent of WPXD's baseline service population.

Interference studies commissioned by Paxson and presented to Barrington suggest that interference from WPXD's proposed Channel 31 operation would be located at the periphery of the WEYI service area and be outside WEYI's Designated Market Area. Consistent with the FCC's Second Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television, *Report and Order*, MB Docket No. 03-15 (rel. Sept. 7, 2004), and, for the purpose of facilitating grant of WPXD's channel election, Barrington hereby agrees that WEYI will accept the predicted interference by WPXD to 0.5 percent of the WEYI service area population, based upon the facilities certified to the FCC in WPXD's Form 381 filing (FCC File No. BCERCT-20041104ARB) and in WEYI's Form 381 filing (FCC File No. BCERCT-20041105AMB).

To facilitate WEYI in providing a robust DTV service after the conclusion of the DTV transition, Paxson hereby agrees that it will accept new interference to 0.5 percent of the WPXD service area population following the conclusion of the DTV transition. This interference allowance shall be in addition to (a) any interference that may result to WPXD's Channel 33 operations as a result of WEYI's operation using its existing licensed DTV parameters, and (b) any "de minimis" interference allowance allowed by the FCC following the conclusion of the DTV transition.

Each of Paxson and Barrington shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to their first-round DTV election filings, notify

the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto.

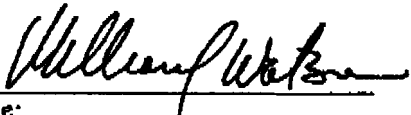
No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement is sought. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of Michigan without giving effect to the choice of law provisions thereof. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting and legal fees incurred in connection herewith. Except for the mutual consent set forth above, no consideration is being paid by either party in connection with this Agreement. This Arrangement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SIGNATURE PAGE TO INTERFERENCE ACCEPTANCE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PAXSON COMMUNICATIONS LICENSE COMPANY, LLC

By: 
Name:
Title: **WILLIAM L. WATSON**
SECRETARY

BARRINGTON BROADCASTING FLINT CORPORATION

By: _____
Name:
Title:

SIGNATURE PAGE TO INTERFERENCE ACCEPTANCE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PAXSON COMMUNICATIONS LICENSE COMPANY, LLC

By: _____

Name:

Title:

BARRINGTON BROADCASTING FLINT CORPORATION

By: _____

Name:

Title:

Keith Blum
Sr. Vice President